

1 **SECTION 1-07, LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
2 **August 4, 2003**

3 **1-07.1 Laws to be Observed**

4 The first sentence is revised to read:

5
6 The Contractor shall always comply with all Federal, State, tribal or local laws,
7 ordinances, and regulations that affect work under the contract.
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9 **1-07.11(10)B Required Records and Retention**

10 The first sentence is revised to read:

11
12 All records must be retained by the Contractor for a period of three years following final
13 acceptance of the contract work.
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15 **1-07.15 Temporary Water Pollution/Erosion Control**

16 This section is supplemented with the following:

17
18 ***1-07.15(1) Spill Prevention, Control and Countermeasures Plan***

19 The Contractor shall prepare a project specific spill prevention, control and
20 countermeasures (SPCC) plan to be used for the duration of the project. The plan shall
21 be submitted to the Engineer prior to the commencement of any on site construction
22 activities. The Contractor shall maintain a copy of the plan at the work site, including
23 any necessary updates as the work progresses. If hazardous materials are encountered
24 during construction, the Contractor shall do everything possible to control and contain
25 the material until appropriate measures can be taken. Hazardous material, as referred
26 to within this specification, is defined in RCW 70.105.010 under "Hazardous
27 Substances". Occupational safety and health requirements that pertain to SPCC
28 planning are contained in WAC 296-155 and WAC 296-62.
29

30 The SPCC plan shall address the following project-specific information:

31
32 1. SPCC Plan Elements
33

34 A. Site Information

35 Identify general site information useful in construction planning,
36 recognizing potential sources of spills, and identifying personnel
37 responsible for managing and implementing the plan.
38

39 B. Project Site Description

40 Identify staging, storage, maintenance, and refueling areas and their
41 relationship to drainage pathways, waterways, and other sensitive areas.
42 Specifically address:

- 43
- 44 • the Contractor's equipment maintenance, refueling, and cleaning
45 activities.
46
 - 47 • the Contractor's on site storage areas for hazardous materials.
48

49 C. Spill Prevention and Containment

50 Identify spill prevention and containment methods to be used at each of
51 the locations identified in B., above.

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2 D. Spill Response

3 Outline spill response procedures including assessment of the hazard,
4 securing spill response and personal protective equipment, containing and
5 eliminating the spill source, and mitigation, removal and disposal of the
6 material.

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8 E. Standby, On-Site, Material and Equipment

9 The plan shall identify the equipment and materials the Contractor will
10 maintain on site to carry out the preventive and responsive measures for
11 the items listed.

12
13 F. Reporting

14 The plan shall list all federal, state and local agency telephone numbers
15 the Contractor must notify in the event of a spill.
16

17 G. Program Management

18 Identify site security measures, inspection procedures and personnel
19 training procedures as they relate to spill prevention, containment,
20 response, management and cleanup.
21

22 H. Preexisting Contamination

23 If preexisting contamination in the project area is described elsewhere in
24 the plans or specifications, the SPCC plan shall indicate measures the
25 Contractor will take to conduct work without allowing release or further
26 spreading of the materials.
27

28 2. Attachments

29
30 A. Site plan showing the locations identified in (1. B. and 1. C.) noted
31 previously.
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33 B. Spill and Incident Report Forms, if any, that the Contractor will be using.
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35 **Implementation Requirements**

36 The Contractor shall be prepared and shall carry out the SPCC plan in the event of
37 a hazardous spill within the project limits.
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39 **Payment**

40 The lump sum contract price for the "SPCC Plan" shall be full pay for:

41
42 1. All costs associated with creating the SPCC plan.
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44 2. All costs associated with providing and maintaining on site standby
45 materials and equipment described in the SPCC plan.
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47 As to other costs associated with spills the contractor may request payment as
48 provided for in the Contract. No payment shall be made if the spill was caused by
49 or resulted from the Contractor's operations, negligence or omissions.
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51 **1-07.16 Protection and Restoration of Property**

52 This section is supplemented with the following:

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1-07.16(2)A Archaeological and Historical Objects

Archaeological or historical objects, such as ruins, sites, buildings, artifacts, fossils, or other objects of antiquity that may have significance from a historical or scientific standpoint, which may be encountered by the Contractor, shall not be further disturbed. The Contractor shall immediately notify the Engineer of any such finds.

The Engineer will determine if the material is to be salvaged. The Contractor may be required to stop work in the vicinity of the discovery until such determination is made. The Engineer may require the Contractor to suspend work in the vicinity of the discovery until salvage is accomplished.

If the Engineer finds that the suspension of work in the vicinity of the discovery increases or decreases the cost or time required for performance of any part of the work under this contract, the Engineer will make an adjustment in payment or the time required for the performance of the work in accordance with Sections 1-04.4 and 1-08.8.

1-07.16(4) Payment

The first sentence is revised to read:

All costs to comply with this section and for the protection and repair specified in this section, unless otherwise stated, are incidental to the contract and are the responsibility of the Contractor.